

January 10, 2008

Mr. Ed Pastilong
Athletic Director
West Virginia University
P.O. Box 0877
Morgantown, WV 26502

Mr. Pastilong:

On my resignation letter dated December 18, 2007, I did not list some of the reasons for my resignation. It was not until I read that lawsuit against me by the West Virginia University Board of Governors did I realize that I needed to put in writing my reasons that I felt that West Virginia University has material and substantial breaches in our Agreement.

On Page 6 of the lawsuit (Article 17) it mentions that the University and I mutually understood and agreed on all the terms, conditions and understandings either oral and or written. It also mentioned that any further modification or amendment was effective only if made in writing and signed by both parties. This is not true – several issues were promised and discussed and were oral agreements that I thought would be upheld. Verbal promises and statements made by Mike Garrison, Craig Walker and several Board of Governor members were a factor in my agreeing to sign the second amendment. They include:

- a) Mike Garrison stated that he did not believe in buyouts and that if I wanted to leave that “the buyout would be reduced to 2 million or eliminated altogether”. He knew I did not want to sign it with the large buyout but assured me that as soon as he took office he would address it. I told him the four million buyout was unfair and Garrison agreed but said the Board of Governors would not change it at the time due to publicity concerns (the University leaked the term sheet information to the press in violation of the Agreement. I was also misled when I was told when I originally agreed to sign the term sheet in December that the boosters who paid my salary “insisted” that I have the four million dollar buyout clause. I have found out that this was not true.)
- b) I told Garrison that I knew everyone was under pressure to get me to sign the contract (I was getting calls by Board Members, the President and the Governor.) I told him I was not comfortable signing it with the buyout clause and other issues but Garrison said it would be a personal favor for him and several Board Members and said I needed to do it to help Garrison’s start as the new President.

c) I raised specific issues regarding football operations and was verbally promised by Garrison and Board Members that these would be taken care of as soon as Garrison took office in September. These included:

1. Student-Athlete textbooks
2. Control over funds given to the football program (specifically 1100 club funds which were misappropriated several times.)
3. Assistant coaches salaries and the urgency to get this done by November.
4. A \$5.00 fee paid by high school coaches for each home game (other schools do not charge high school coaches).
5. How we could utilize strength graduate assistant coaches for our development program like other institutions. Both Craig Walker and Mike Garrison said the "operational issues" described above were "philosophical and no-brainers."

d. I was promised by several Board Members that my request for a football website that I wanted would happen once the new President took office. It was clearly stated I wanted this by November to help assistant salaries and that I wanted to be pro-active rather than reactive in December or January. They said if the money did not come from the website it would come from other sources.

e. The second contract amendment includes language for starting the Puskar Center Locker Room. During the fall, you came to my office in the middle of the season and said that project was off because of a lack of funds. No alternative plan or resolution was presented – just the fact it would not be built as promised unless "all the checks were in." Later, Larry Ashebrook personally solicited pledges for the funds you said we needed on his own accord.

f. As a means to create future revenue, I was promised that a request for proposal regarding our TV/Radio/Marketing would be out by October and it was yet to be submitted – to my knowledge.

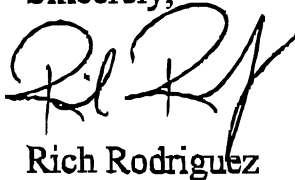
g. Prior to my resignation, I met with Craig Walker, Mike Garrison and you on these issues. I spoke of the verbal agreements made in August 2007 and the handshake that was intended to get me to sign the contract. Each of you stated that everything has been done already and gave me a "No-No-No-No" response (not a maybe or we'll discuss) to the issues. My last meeting with Mike Garrison on Saturday night, December 15th was even more direct and he reiterated that he had done "all he could" at this point. There was an obvious lack of communication and discontent between the Athletic

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Department and President's Office last year. I was promised this would all change and the "environment" would be "much better" according to President Garrison. Unfortunately, the working environment became much worse.

It is very unfortunate that the University and Governor have escalated this situation through the media with the filing of a lawsuit rather than having better efforts at a resolution. This action by the West Virginia officials has caused threats to be made to my family and damage and destruction of some of my family's property. The University apparently wants more details as to its breaches and bad faith, so I felt I had to respond. Many of these situations were in the presence of others who can verify the truthfulness of these statements and events.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rich Rodriguez', with a stylized, cursive script.

Rich Rodriguez

cc: Mike Garrison
Craig Walker